



Mediatti Broadband Communications, Inc. (“MBC”) has adopted this High-Speed Data Acceptable Use Policy (the “AUP”) to outline acceptable use of MBC High-Speed Internet service (the “HSD”). This AUP is in addition to any restrictions contained in the MBC Subscription Service Agreement (the “Subscriber Agreement”). Unless defined herein, all capitalized terms shall have the meaning as set forth in the Subscriber Agreement.

All HSD customers and all others who use the HSD (the “customer,” “user,” “you,” or “your”) must comply with this AUP. Your failure to comply with this AUP could result in the suspension or termination of your MBC account. If you do not agree to comply with this AUP, or any revisions, you must immediately stop all use of the HSD and notify MBC to disconnect your account.

MBC may revise this AUP from time to time by posting a new version online at www.mbcokinawa.net or any successor URL(s) (the “MBC Website”). MBC will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending email announcements or posting information on the MBC Website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the HSD should read any MBC announcements they receive and regularly visit the MBC Website and review this AUP, as well as other documents pertaining to the HSD, to ensure that their activities conform to the most recent version of the AUP.

I. General

MBC provides a variety of HSD offerings to customers. Through our HSD, we serve as a local Internet Service Provider (“ISP”). Our HSD enables customers to access all lawful content, applications, and services available on the Internet. We provide a wireline HSD. We provide the HSD over our broadband hybrid fiber-coaxial network using the Data Over Cable Service Interface Specification (“DOCSIS”). Customers access our network using cable modems. To connect from our network to the Internet, we use equipment called a Cable Modem Termination System (“CMTS”) that acts as a gateway to the Internet for our cable modems. MBC uses third party fiber optic lines and leased circuits from MBC Affiliated Providers to connect our network to the Internet. The MBC network is a ‘shared network’, which means that customers share upstream and downstream bandwidth with other MBC customers. The HSD is delivered through MBC provided wired or wireless cable modems. Rental fees for these modems may apply. MBC does not allow customers to provide their own cable modem.

MBC identifies certain download and upload speeds for each HSD. The speeds advertised are the maximum provisioned speeds of the HSD to the cable modems. The speeds are not necessarily the speeds customers will experience at any time but rather represent the “Up To” speed of the HSD. MBC provisions the cable modems and engineers its network using its ‘best efforts’ and ‘industry standards’ to deliver the HSD. MBC cannot guarantee that you will actually achieve these speeds at any time. A variety of factors affect upload and download speeds. These factors include, but are not limited to, congestion in the MBC network, congestion beyond the MBC network, performance of third party internet applications, content being accessed or delivered, your computer, the structured wiring of your residence, and your home network (wired and wireless).

The HSD is compatible with most types of personal computers, laptops, and other Internet compatible devices like game systems, streaming video devices, and Internet enabled TVs running all industry standard operating systems.

If a wireless router is connected (either MBC provided equipment or customer provided equipment), wireless Internet compatible devices including computers, tablets, smartphones, and other devices can connect to the HSD. MBC places no general restrictions on lawful devices that a customer may connect to the HSD, so long as the device: (i) is compatible with the MBC network; (ii) does not harm the MBC network; (iii) does not interfere with the use of the MBC network by other users; and (iv) does not violate this AUP.

MBC contracts for services with one or more MBC Affiliated Providers for certain network monitoring and management services. MBC and its MBC Affiliated Providers monitor network and traffic patterns and make changes deemed necessary to manage and improve overall network performance. MBC uses reasonable, nondiscriminatory network management practices to improve overall network performance to ensure a high-quality online experience for all MBC users. MBC's network management practices do not target any specific content, application, service, or device. As network management issues arise, and as technology develops, MBC may employ additional or new network management practices. Use of the HSD is governed by this AUP and is further described by the Subscriber Agreement and MBC Rates & Services Brochure. Monthly pricing for HSD can be found online at www.mbcokinawa.net.

II. Prohibited Uses and Activities

The AUP prohibits uses and activities involving the HSD that are illegal, infringe on the rights of others, or interfere with or diminish the use and enjoyment of the HSD by others. The prohibited uses and activities include, but are not limited to:

A. Conduct and Information Restrictions

- i.** Uploading, posting, publishing, storing, transmitting, reproducing, creating derivative works of, or distributing information, content, data, Software, or material in any way which is libelous, obscene, unlawful, threatening, or defamatory or which in any way constitutes or encourages conduct that would constitute a criminal offense or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation or that a reasonable person could deem to be unlawful.
- ii.** Uploading, posting, publishing, storing, transmitting, reproducing, creating derivative works of, or distributing information, content, data, Software or material in any way which constitutes any infringement of third party intellectual property rights including, but not limited to, rights granted by U.S. copyright law without obtaining any required permission of the owner.
- iii.** Transmitting unsolicited bulk or commercial messages commonly known as "spam."
- iv.** Sending large numbers of copies of the same or substantially similar messages, empty messages, or messages that contain no substantive content or sending large messages or files that disrupt a server, account, blog, newsgroup, chat, or similar service.
- v.** Initiating, perpetuating, or in any way participating in any pyramid or other illegal scheme.
- vi.** Participation in the collection of large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as 'spidering' or 'harvesting' or participating in the use of Software (including "spyware") designed to facilitate this activity.
- vii.** Collecting responses from unsolicited bulk messages.
- viii.** Falsifying, altering, or removing message headers.
- ix.** Falsifying references to MBC or its network, by name or other identifier, in messages.
- x.** Impersonating any person or entity, engaging in sender address falsification, forging any other person's digital or manual signature, or performing any other similar fraudulent activity (for example, "phishing").
- xi.** Violating the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or web site that you access or use.
- xii.** Destroying or damaging MBC provided equipment.
- xiii.** Use of a Virtual Private Network ("VPN") or "IP Blocker" to access content not licensed for distribution in the MBC serviceable area.

B. Technical Restrictions

- i. Accessing any other person's computer or computer system, network, software, or data without their knowledge and consent. Breaching the security of another user or system or attempting to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so.
- ii. Copying, distributing, or sublicensing any proprietary software provided in connection with the HSD or any third party.
- iii. Distributing programs that make unauthorized changes to Software (cracks).
- iv. Using or running dedicated, stand-alone equipment or servers on the HSD that provide network content or any other services to anyone outside of your residential local area network ("LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services and servers.

C. Network and Usage Restrictions

- i. Restricting, inhibiting, disrupting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the HSD (except for tools for safety and security functions such as parental controls) including, without limitation, posting or transmitting any information or Software which contains a worm, virus, or other harmful feature or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information.
- ii. Restricting, inhibiting, disrupting, interfering with, or causing a performance degradation to, regardless of intent, purpose, or knowledge, the HSD or any MBC or MBC Affiliated Provider host, server, backbone network, node, or facility used to deliver the HSD.
- iii. Reselling the HSD or connecting any computer outside your residence, creating the ability to use the HSD (for example through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The HSD is for your personal and non-commercial residential use only and you agree not to use the HSD for operation as an Internet Service provider or for any business enterprise or purpose, whether or not for profit.
- iv. Interfering with computer networking or telecommunications service to any user, host, or network including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and accessing and using the HSD with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the HSD or any related equipment to access or use a static IP address or use any protocol other than DHCP unless MBC expressly permits you to do so.

III. Network Management and Acceptable Use Thresholds

A. Congestion Management

- i. MBC monitors its network for utilization trends. MBC receives regular reports showing changes in network traffic and congestion. We use this information to plan increases in bandwidth availability, port additions, node expansions, and additional connectivity to the Internet.
- ii. Our congestion management practices do not target any specific content, application, service, or device.
- iii. The goal of our congestion management practices is to enable better network availability and speeds for all users. Our congestion management practices serve to:
 - a. Help MBC adapt and upgrade our network to maintain or improve network performance as demand for our HSD increases.
 - b. Help MBC adapt and upgrade its network to maintain or improve network performance as demand for

higher bandwidth applications increases. Examples of higher bandwidth applications are gaming and streaming video (especially HD video).

c. Help MBC identify potential bandwidth abusers.

iv. Because the MBC network is a shared network, periods of high network demand may result in Internet traffic congestion. Congestion tends to occur during periods of peak demand for higher bandwidth applications. Generally, the frequency of congestion increases during the hours of 1800 – 0100 daily. You may experience reduced bandwidth or speed during these times.

v. MBC monitors the volume and nature of the Internet traffic arising from your use of the HSD. MBC and MBC Affiliated Providers may use tools or techniques to temporarily lower the priority of traffic for users who are contributors to current network congestion.

B. Network and End User Security

i. To protect the security of our network, you, and other MBC customers, we may block known hostile ports to prevent unwanted files, browser hacking, and virus attacks.

ii. MBC may filter email and website traffic for virus activity and Spam using industry standard virus scanning and prevention techniques. MBC and MBC Affiliated Providers may deploy industry standard techniques to block the distribution of viruses, Spam, or other harmful code or content.

C. Inspection of Network Traffic

i. MBC and MBC Affiliated Providers routinely monitor network and traffic patterns.

ii. Dynamic Host Configuration Protocol (“DHCP”) information is a code included in all network traffic that associates that traffic with a particular cable modem that is sending or receiving the traffic. MBC and MBC Affiliated Providers monitor DHCP traffic and store historic data related to the traffic of our customers.

iii. MBC and MBC Affiliated Providers may disclose network traffic information to third parties:

a. As necessary to provide the HSD and to manage the MBC network.

b. In response to law enforcement requests or court order or as otherwise required or authorized by law

c. As necessary to protect our rights, property, and operations and those of any MBC Affiliated Providers.

D. Speed, Latency, & Acceptable Use Thresholds

i. The HSD is for your personal and non-commercial residential use only.

ii. MBC offers customers a variety of HSD levels. A description of the HSDs and the expected maximum transfer speeds associated with each HSD level is available online at www.mbcokinawa.net.

iii. The speeds identified by MBC are the maximum upload and download speeds that customers may experience. MBC does not guarantee that you will actually achieve those speeds at any time.

iv. Actual speed and latency (the time delay in transmitting or receiving packets on a network) may vary depending upon network conditions, customer equipment, congestion in or beyond the MBC network, content, third party service provider, or other factors.

v. MBC measures speed and latency using industry standard techniques across our DOCSIS network. Speed and latency tests measuring performance beyond the MBC DOCSIS network is outside the MBC network; MBC has no obligation for any speed or latency performance beyond the MBC DOCSIS network.

vi. MBC has monthly data consumption limits established for each HSD level offered by MBC. These Acceptable Use Policy Thresholds (“AUP Thresholds”) set the maximum amount of data in Gigabytes (“GB”) that a customer is permitted to consume (download and upload combined) during one monthly billing period. The AUP Threshold for each HSD level is available online at www.mbcokinawa.net.

- vii.** Use of the HSD in excess of an AUP Threshold is considered Excessive Use and a violation of the AUP.
- viii.** MBC, through an MBC Affiliated Provider, monitors AUP Thresholds for all customers. Customers who are projected to exceed their AUP Threshold are proactively contacted and informed that their activity may lead to Excessive Use
- ix.** If you exceed the AUP Threshold your HSD may be subject to network management techniques that reduce data throughput speeds or limit data use. Your account may also be subject to service charges for data consumption in excess of the AUP Thresholds.
- x.** MBC may, at its sole discretion, modify the AUP Thresholds, either increasing or decreasing the levels of allowable data use, for any level of HSD at any time. Changes in the AUP Thresholds will be in effect on the date they are posted online at www.mbcokinawa.net.

IV. Violation of this Acceptable Use Policy

A. MBC and MBC Affiliated Providers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the HSD, identify violations of this AUP, and/or protect the network, the HSD, and other MBC customers of the HSD. If MBC believes, in its sole discretion, that your use of the HSD violates this AUP, MBC may take any responsive actions it deems appropriate at any time with or without notice to you. These actions include, but are not limited to, temporary or permanent removal of content, temporary or permanent reduction in throughput speeds of the HSD, cancellation of newsgroup posts, filtering of Internet transmissions, imposition of Excessive Use fees, suspension of your HSDs, or termination of your MBC account including other MBC provided services. MBC and MBC Affiliated Providers will not have any liability to you for taking any of these responsive actions if MBC's actions were in accordance with the Subscriber Agreement and/or this AUP. These actions are not MBC's exclusive remedies and MBC may take any other legal or technical actions it deems appropriate with or without advance notice.

B. MBC reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on MBC's servers and network. During an investigation, MBC may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to MBC and MBC Affiliated Providers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP.

C. In addition to your obligations as set forth under this AUP, you are also responsible for any violations of this AUP by any other person accessing the HSD using your account or using MBC provided equipment assigned to your account whether such access is with or without your knowledge, permission, or consent. You must take steps to ensure that others do not use your account to gain unauthorized access to the HSD. You are solely responsible for the security of any computer or wired or wireless networking device you choose to connect to the HSD, including any data stored or shared on that device. MBC recommends against enabling file or printer sharing. It is also your responsibility to secure the MBC provide equipment and any other customer owned equipment or programs not provided by MBC that connect to the HSD from external threats such as tampering, theft, viruses, spam, bot nets, and other methods of intrusion.

D. The failure of MBC or MBC Affiliated Providers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any other time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible and the remaining portions will remain in full force and effect. You agree to indemnify, defend, and hold harmless MBC Parties and MBC Affiliated Providers against all claims and expenses (including reasonable attorneys' fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the HSD.